

**TERMINAL DISCLAIMER IN U.S. PATENT NO. 5,837,126  
UNDER 37 CFR 1.321**

#16

In re: Peter J. Jessup, et al.  
U.S. Patent 5,837,126 for "Gasoline Fuel" Issued November 17, 1998  
On Application No. 904,594 Filed August 1, 1997  
Assigned to Union Oil Company of California

Now in Reexamination

Reexamination Control Nos. 90/05,924; 90/006,518; and 90/007,273

Pursuant to a DECISION AND ORDER issued on July 27, 2005 by The Federal Trade Commission in the Matter of Chevron Corporation and Unocal, a copy of which is attached hereto, Union Oil Company the owner of 100% interest in the above identified patent, on its own behalf and on behalf of its ultimate parent corporation, Chevron Corporation, hereby:


1. Disclaims and dedicates to the public the terminal part of the statutory term of the instant patent extending from August 10, 2005 to the expiration date of the full statutory term of the instant patent or from August 10, 2005 to the expiration date of such term as it may be shortened by any terminal disclaimer filed heretofore, whichever is the earlier expiration date.
2. Agrees that from August 10, 2005 Union Oil Company of California and Chevron Corporation shall cease and desist from any and all efforts, and shall not undertake any new efforts, by any means, directly or indirectly, in or affecting commerce as "commerce" is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. §44, to assert or enforce any claim of the instant patent against any person, to recover any damages or costs for alleged infringements of the instant patent, or to collect any fees, royalties, or other payments, in cash or in kind, for the practice of any invention claimed in the instant patent, including but not limited to fees, royalties, or other payments, in cash or in kind, to be collected pursuant to any license agreement relating to any invention claimed in said Patent.
3. Agrees that the foregoing is binding upon Union Oil Company of California, Chevron Corporation, their affiliates and subsidiaries, and any successors or assigns.

The fee for this Disclaimer is set forth in 37 CFR 1.20(D). The Director is hereby authorized to charge any fees which may be required to Chevron Corporation Deposit Account 03-1620. A duplicate of the paper is enclosed.

In view of the foregoing agreed terms, it is respectfully submitted that the instant patent is no longer enforceable, as required by 37 CFR 1.510 and MPEP Section 2211, and that pursuant to MPEP Sections 2287 and 2288 a reexamination certificate under 37 CFR 1.570 be issued concluding the reexamination proceedings identified by Reexamination Control Nos. 90/05,924; 90/006,518; and 90/007,273.

Signed at SAN RAMON, State of California, this 11<sup>TH</sup> day of AUGUST, 2005.

For Union Oil Company of California

  
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Signature

W. Keith Turner - Registration No. 26, 816

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